

REVOLVING CREDIT AGREEMENT

The below terms and conditions of the Revolving Credit Agreement govern your use of the Revolving Credit Card ("Card") and the Card account and related services. Before any use of the Card, the Card account and related services, you must read these terms and conditions carefully and make sure that all the terms and conditions are fully understood by you. By using the Card, the Card account or any related services, you will be deemed to have accepted the Card and all these terms and conditions and will be bound by them. You understand and accept that OCBC Wing Hang Bank Limited (the "Bank") is the issuer of the Card and has appointed and authorized OCBC Wing Hang Credit Limited (the "Company") to act as its servicing entity of the Card to provide certain services and support functions including but not limited to the following: processing of applications, credit evaluation and approval, card embossing, authorization, making cash advances, receiving payments, debt collection and other services determined from time to time by the Bank and the Company.

If you do not wish to be bound by these terms and conditions, you should cut the Card immediately in halves and return the pieces to the Bank, and (if applicable) repay immediately without demand all the sums outstanding on the Card account.

1. Definition

Unless the context otherwise requires, the following expressions will have the following meanings when used in the below terms and conditions:

- "Account" means the account opened and maintained by the Bank in the name of the Cardholder for the purpose of this Agreement (as defined below).
- "Agreement" means this Revolving Credit Agreement and all supplements and/or amendments thereto.
- "ATM" means an automated teller machine or automated cash dispenser or Terminal through which a banking transaction may be effected.
- "Bank" means OCBC Wing Hang Bank Limited, its successors and assigns.
- "**Bank Group Company**" means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of such holding company, or any of their related company (being a company in which an equity interest is held by any of the foregoing), and shall include each such company's successors and assigns. "subsidiary" and "holding company" bear the same meanings given to them under the Companies Ordinance (Cap.622).
- "Card" means Revolving Credit Card issued by the Bank, including any Supplementary Card (as defined below).
- "Cardholder" means the individual to whom a Card issued by the Bank and includes both a Principal Cardholder and any Supplementary Cardholder, their respective personal representative and lawful successors.
- "Cash Before Card" means the cash advance facility provided by the Bank under the Revolving Credit facility to the Cardholder before the activation of the Card.
- "Company" means OCBC Wing Hang Credit Limited, its successors and assigns.
- "Minimum Payment Amount" means such minimum amount of the New Balance as determined by the Bank at its sole discretion and specified in the Statement which shall be paid by the Cardholder to the Bank on or before the Payment Due Date.
- "New Balance" means the debit balance of the Account for any month owed by the Cardholder to the Bank in respect of Card Transactions as shall be specified by the Bank in the relevant Statement.

- "Payment Due Date" means the date on which the New Balance is due and payable by the Cardholder to the Bank as specified in the Statement.
- "Person" includes any individual, corporation, firms, company, partnership, associates or other organisation.
- "PIN" means the Personal Identification Number provided by the Bank to the Cardholder to enable the Cardholder to gain access to certain Terminals to give Transaction Instructions. The term "PIN" includes the Personal Identification Number subsequently altered by the Cardholder and approved by the Bank.
- "Principal Cardholder" means a Person whose application for Revolving Credit is accepted by the Bank and in whose name an Account is opened.
- "Card Transactions" means any balance transfers, any cash advance (including the Cash Before Card service and all other transactions in connection with and/or effected by the use of the Card or Card Account number or the Account, including all related services, charges, fees and interests, financial charges), whether the same is authorised by the Cardholder or not and whether by the Cardholder or another Person, with or without the physical Card.
- "**Schedule**" means the "**Revolving Credit Service Fee Table**" attached to this Agreement as revised, amended or supplemented from time to time at the Bank's sole discretion, and shall form an integral part of this Agreement.
- "Statement" means a monthly statement of Account sent by the Bank to the Cardholder setting out the financial liabilities owed on the date of the Statement by the Cardholder with respect to the Account and such other information as the Bank considers appropriate from time to time.
- "Supplementary Card" means a Card issued to a person at the joint requests of the Principal Cardholder and that person.
- "Supplementary Cardholder" means any person to whom the Bank issues a Supplementary Card.
- "Terminal" means any Automated Teller Machine, dial terminal, electronic data capture terminal or other terminals through which Transaction Instructions may be given.
- "Transaction Instruction" means any instruction of the Cardholder given by any means including the use of Card directly or indirectly (whether or not through another Person) to the Bank to effect a transaction.

Clause and Appendix headings are for ease of reference only and all Appendixes shall form an integral part of this Agreement.

2. Credit Limit

- 2.1 The Bank may designate and determine at its sole discretion such credit limit for each Account at its sole discretion, which must not be exceeded without prior approval of the Bank.
- 2.2 Subject to the credit limit of the Account designated by the Bank not being exceeded, any debit balance on the Account resulting from Card Transactions repaid can be re-borrowed by using the Card.
- 2.3 The Cardholder shall be solely responsible for ensuring the credit limit designated by the Bank shall not be exceeded. In the event of the credit limit being exceeded, the Cardholder shall be fully liable to the Bank for the total outstanding amount (including such amount in excess of the credit limit and any Over-the-limit Fee imposed by the Bank).
- 2.4 The credit limit of the Account is subject to the Bank's review, reduction, cancellation and withdrawal at any time and from time to time at its sole discretion and without giving the Cardholder any prior notice. The credit limit of the Account may be increased by the Bank from time to time by giving thirty (30) days prior notice to the Cardholder. The Bank reserves the right to require the Cardholder to provide information and/or documents relating to the Cardholder for data base updating and/or reassessment and/or other related purposes from time to time. The Bank also reserves the right to demand, without prior notice, immediate repayment of any debit balance on the Account.

- 2.5 The Cardholder shall have the right to opt-out the increase of the credit limit granted by the Bank by giving immediate written notice to the Bank upon receipt of the notification of increase of credit limit from the Bank as aforesaid, failing which clause 2.3 above shall be deemed to have been accepted by the Cardholder and the Cardholder shall be fully responsible for all outstanding amount.

3. Card Usage

- 3.1 The Cardholder shall
 - a) sign on the signature panel of the Card immediately upon receipt;
 - b) not permit any other Person to use the Card;
 - c) keep the Card secure at all times under the Cardholder's personal control; and
 - d) not to use the Card for payment of any illegal transactions, including but not limited to all forms of gambling activities (online or otherwise) in Hong Kong Special Administrative Region or other jurisdictions.

The Cardholder shall be fully responsible for any loss and all consequences whatsoever, financial or otherwise, directly or indirectly as a result of or in connection with any failure or delay in complying with the above.
- 3.2 The Cardholder shall confirm receipt of the Card by means prescribed by the Bank from time to time before any Card Transaction can be effected.
- 3.3 The Bank may at its sole discretion issue Supplementary Card at the joint request of the Principal Cardholder and the Supplementary Cardholder and such Supplementary Cardholder shall be bound by this Agreement. The Bank is authorized to send to the Principal Cardholder the Supplementary Card, the PIN/passwords and all communications and notices for the Supplementary Cardholder. The Principal Cardholder shall be fully liable to the Bank for all transactions and obligations of the Principal Cardholder as well as the Supplementary Cardholder and the Bank has the absolute discretion to recover from either the Principal Cardholder or the Supplementary Cardholder or both. In the event of the credit limit or combined credit limit being exceeded in the use of the Card and/or Supplementary Card, the Principal Cardholder shall be fully liable to the Bank for the total outstanding amount (including such amount in excess of the credit limit). Supplementary Cardholder shall only be liable for the use of the Supplementary Card and all his transactions and obligations.
- 3.4 The Cardholder shall
 - a) maintain and operate the Account to the satisfaction of the Bank;
 - b) use the Card in accordance with the terms and conditions of this Agreement and other applicable terms and conditions and strictly observe the credit limit; and
 - c) act in good faith at all times in relation to all dealings with the Card, the Bank and the Company.
- 3.5 The Card
 - a) remains the property of the Bank and cannot be pledged as security or transferred to another Person for any purpose, and
 - b) must be surrendered immediately to the Bank upon the Bank's request. If the Card is not returned, the Bank is entitled to charge a fee therefor and debit the same to the Account.
- 3.6 The Cards may be used to access cash, for payments of goods and services purchased from merchants designated by the Bank and such other functions, services and/or facilities as the Bank may permit or make available from time to time subject to this Agreement and such other terms and conditions as the Bank may specify from time to time at its discretion.

- 3.7 The Cardholder's right to use the Card shall cease forthwith in the event of:
- cancellation of the credit limit of the Account;
 - termination or breach of this Agreement;
 - loss or theft of the Card reported to the Bank; or
 - notice from the Bank of such cessation.
- 3.8 If the Cardholder loses or damages the Card or requires a renewal, replacement or additional Card, the Bank may at its sole discretion and on such terms and conditions as it may specify (including, without limitation, charging a handling fee on the Account) issue to the Cardholder the Card requested.
- 3.9 The Cardholder confirms and undertakes that all information, especially information on his financial liabilities, provided by him is true and correct and that he has not filed and has no intention to file a petition for bankruptcy in the near future and that he is not aware of any petition for bankruptcy being filed against him. The Cardholder understands that he may be criminally liable for failure to make full disclosure or providing inaccurate and untrue information as the issuance of the Card is based on the accuracy of the information provided by him.
- 3.10 The Cardholder shall promptly inform the Bank in writing of all changes in his employment, business or residential address, contact phone numbers and country of residence.
- 3.11 The Account and related services shall also be governed by the terms and conditions of the "OCBC Wing Hang Bank Terms and Conditions for all Accounts and Related Services" available at all branches and on the Bank's website. The Bank will assign to the Cardholder a PIN to enable the Cardholder to use the Card for services provided by the Bank from time to time through any ATM or Terminals designated or provided by the Bank. The operation of such Terminals by use of the Card shall in addition to these terms and conditions, at all times be subject to all the terms and conditions of the "ATM Card Services" specified in "OCBC Wing Hang Bank Terms and Conditions for all Accounts and Related Services". The Cardholder shall be absolutely bound by all the afore-mentioned terms and conditions irrespective of the Cardholder's lack of actual notice or knowledge thereof. Furthermore, the Bank's record in relation to any Card Transactions involving the use of the Card on the ATM or Terminals shall in all respect be conclusive and binding on the Cardholder.
- 3.12 As soon as the PIN is assigned by the Bank to the Cardholder, it shall remain effective until the Card is cancelled by the Bank. The Cardholder shall keep the PIN in connection with the Card strictly confidential, and may change the PIN at any time by such means as the Bank may prescribe and the new PIN shall take effect immediately.
- 3.13 Should the PIN be lost, stolen or known to any other Person, the Cardholder shall inform the Bank immediately. The Cardholder shall accept full and sole responsibility for and fully indemnify the Bank against all consequences, loss and/or other liability incurred if the Cardholder has acted fraudulently or with gross negligence in safeguarding the PIN or has knowingly (whether voluntarily or otherwise) provided the PIN to a third party or has failed to make a report as soon as reasonably practicable upon discovery of loss, theft or disclosure.
- 3.14 **In case the Cardholder requests for a Card replacement, the Card should be delivered to the Bank by hand and the Bank will charge a Card replacement fee as specified in the Schedule.**

4. Card Transactions

- 4.1 The Bank will maintain an Account in respect of the Card Transactions. The values of:
- all balance transfers, cash advances or other transactions in connection with or effected by the use of the Card or Card Account number or the Account (whether or not the Card is physically or otherwise used by the Cardholder or another Person); and

- all related charges, fees, interests or financial charges, and other sums payable under this Agreement will be debited to the Account.
- 4.2 The Cardholder shall be responsible for all revolving credit facilities and services granted by the Bank and Card Transactions and all interests, financial charges, charges, costs and expenses whether within or in excess of credit limit (including, without limitation, reasonable amount of legal fees, and costs of engaging collection agent(s) reasonably incurred by the Bank in enforcing this Agreement and/or recovering any sum owed by the Cardholder to the Bank) which may be debited to the Account. Subject to Clause 6.1, the Cardholder shall pay promptly the New Balance on or before the Payment Due Date or otherwise upon demand by the Bank. The Cardholder's failure to sign any balance transfer or cash advance vouchers will not relieve the Cardholder's liability to the Bank in respect thereof.
- 4.3 The Bank shall be under no duty to verify the identity of the Person giving any Transaction Instruction purportedly in the name of a Cardholder. In the absence of any notice, the Bank is authorized to act on any Transaction Instruction which the Bank in good faith believes to have emanated from a Cardholder. In no circumstances shall the Bank be held liable for acting in good faith upon any such Transaction Instruction which is subsequently found to have emanated from an unauthorized Person (whether or not any document was required to be signed in order to issue the Transaction Instruction) and each Cardholder shall remain liable for all charges arising from any such Transaction Instruction, unless the Cardholder has not acted fraudulently, with gross negligence in safeguarding the Card or Account number or PIN and has not failed to inform the Bank as soon as reasonably practicable after having found that his Card or Card Account number or PIN has been lost, stolen or disclosed to a third party.
- 4.4 The Principal Cardholder and each Supplementary Cardholder agree to be bound by all Transaction Instructions (and all other instructions) that any of them give to the Bank and/or the Company.
- 4.5 The Cardholder agrees that the Bank and/or the Company may record verbal instructions received from Cardholder or verbal communication between the Cardholder and the Bank or the Company.
- 4.6
- The Bank and the Company reserve the sole discretion in accepting applications for Revolving Credit and any related facility or services applied, including without limitation the Cash Before Card. The Bank and the Company reserve their sole discretion in determining any cash advance amount under the Cash Before Card facility.
 - The Cardholder's use of Cash Before Card facility shall be deemed to have accepted the terms and conditions contained in this Agreement and the Cardholder will be bound by them.
 - Interest for the cash advance amount under the Cash Before Card facility shall be payable by the Cardholder to the Bank at the interest rate specified in the Schedule accruing from the date of loan transaction. Cardholder shall be liable for all cash advances including accrued interest, fees and charges under the Cash Before Card facility in case the Cardholder has not received the Card.**
 - A Cash Before Card handling fee as specified in the Schedule will be charged to the Account of the Cardholder.**

5. Statements

- 5.1 A Statement showing the Minimum Payment Amount, New Balance and the Payment Due Date will be sent to the Cardholder at a specified date of each month or at such interval as determined by the Bank from time to time. If the Cardholder fails to receive the Statement within seven (7) days after the Statement date, he should immediately inform the Bank and request for a copy. The Cardholder's liability to the Bank shall not in any event be affected even if for any reason the Cardholder fails to receive the Statement. No Statement will be sent if the Account has maintained a zero balance or no transaction has been made since the last Statement.

- 5.2 The Cardholder shall verify the correctness of each and every entry made in the Statement and immediately inform the Bank in writing of any inaccurate entries or unauthorized transactions printed in the Statement. Unless objection in writing is received by the Bank within sixty (60) days from the Statement date, the Bank's records and the Statement shall be deemed to be correct, conclusive and binding on the Cardholder for all purposes.
- 5.3 **The Cardholder shall pay a handling charge for the supply of balance transfer or cash advance draft or Statement, requested by the Cardholder, which shall be debited to the Account.**
- 5.4 **Where the Cardholder reports an unauthorized transaction before the relevant Payment Due Date, the Cardholder shall have the right to withhold payment for the disputed amount and shall not impose any interest or finance charges on disputed amount of the unauthorized transaction while it is under investigation by the Bank. The Bank reserves the right to re-impose the interest or finance charges on the disputed amount over the whole period, including the investigation period, if such dispute was considered unfounded by the Bank after investigation, which decision shall be conclusive and binding on the Cardholder.**

6. Payment

- 6.1 **Unless the Cardholder is requested to pay the full amount of the New Balance on or before Payment Due Date, the Cardholder shall pay the Bank the following sums in accordance with these terms and conditions:**
- the Minimum Payment Amount due as shown on the Statement on or before the Payment Due Date, although the Cardholder may pay any larger sum he wishes. The Minimum Payment Amount due is calculated at 1% of the New Balance (or such higher percentage as the Bank may from time to time specify at its sole discretion), plus all financial charges and other fees and charges (including without limitation the annual fee) payable hereunder, plus the amount exceeding the credit limit (if any) and all amounts past due (if any), or such minimum charge as the Bank may from time to time decide, whichever is higher. **Should the New Balance be less than the minimum charge, the Minimum Payment Amount due shall be the amount of the New Balance.**
 - financial charge for all balance transfers and cash advances (including without limitation any Cash Before Card) is payable and calculated from the date of transaction or drawdown on a daily basis until repayment in full at the respective rate specified in the Schedule.
 - no financial charge shall be imposed on purchase transactions if the full amount of the New Balance is received by the Bank on or before the relevant Payment Due Date, otherwise financial charge shall be imposed from the Statement date. At all times when there is any unpaid portion of the New Balance in any Statement after the Payment Due Date, the Cardholder shall pay financial charge on the outstanding balance from the date of such Statement calculated on a daily basis at the applicable rate specified in the Schedule until repayment in full.
 - interest calculated on a daily basis, and at a rate as specified in the Schedule (before and after judgment), will be payable on any New Balance and will be debited to the Account at such interval as the Bank may prescribe from time to time. The rate of interest may be changed by the Bank from time to time at the Bank's sole discretion.

d) if the Minimum Payment Amount shown on the Statement is not received in full by the Bank on or before the Payment Due Date, the Bank will charge the Cardholder a late payment charge as specified in the Schedule, and the applicable rate of the financial charge will be increased to a higher rate as specified in the Schedule with effect from the date of the next second monthly Statement following such Statement.

e) a one-time cash advance handling fee will be charged on each cash advance by using the Card in Hong Kong Special Administrative Region or overseas as specified in the Schedule.

f) handling fee and interest as specified in the Schedule will be charged on Cash Before Card.

g) for each Card issued, an annual fee at such rate or such minimum amount as specified in the Schedule will be charged to the Account. The annual fee will not be refundable notwithstanding any early cancellation or termination of the Card, except where the Cardholder terminates the use of the Card when he does not accept the amendments of the terms and conditions in this Agreement.

h) all reasonable amount of charges, costs and expenses (including all legal costs and the costs of engaging collection agents) reasonably incurred by the Bank for the enforcement of any provision of this Agreement and/or for the recovery of any outstanding sums.

i) a service charge as specified in the Schedule shall be levied for:

- i) any cheque paid into the Account that is not honoured, or
- ii) direct debit transaction being returned unpaid by the Cardholder's designated bank.

j) any other fees and charges to be prescribed by the Bank from time to time by giving a sixty (60) days prior notice.

6.2 Unless otherwise expressly agreed by the Bank, all payments to the Bank shall be made in Hong Kong dollars. Where a Card Transaction is effected outside Hong Kong Special Administrative Region in a currency other than Hong Kong dollars, the transaction amount will be converted into Hong Kong dollars before posting to the Account at the prevailing rate of exchange determined by Joint Electronic Teller Services Ltd. (JETCO) and/or by the Bank, where applicable and such rate of exchange in any event shall be conclusive and binding on the Cardholder.

6.3 Payment made by Cardholder to the Bank will only be considered to have been made when the relevant funds have been actually received by the Bank and without any set off, claim, condition, restriction or withholding whatsoever. The payment will be applied in the following sequence in or towards payment of:

- a) the Minimum Payment Amount specified in the last Statement;
- b) all principal amount related to cash advances;
- c) all principal amount in connection with purchase transactions;
- d) all other amounts owed by the Cardholder to the Bank under this Agreement.

6.4 If the Cardholder is to be away from Hong Kong Special Administrative Region for over one (1) month, the Cardholder has to leave clear and specific instruction regarding settlement of the Account with the Bank. Such instruction should be delivered to the Bank prior to departure. Failure to make the proper arrangement may result in late payment charge.

6.5 No interest will accrue on any credit balance on the Account. The Cardholder may request the Bank to refund any credit balance on the Account subject to payment of a handling fee to the Bank.

6.6 The Bank may also refund all or part of any credit balance on the Account at any time and from time to time at its absolute discretion, without request, consent, and without notice. The Bank may do so by transferring such credit balance to another account maintained with it and held under the name of the Cardholder or by such other means it thinks fit. Handling fee will not be charged for doing so.

7. Set-off and Lien

7.1 a) In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Bank may be entitled at law, in equity, under this Agreement or any other agreement between the Cardholder and the Bank, the Bank shall have a lien on all the Cardholder's property which may now or hereafter be in the Bank's possession whether for safekeeping or otherwise, and the Bank shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the Cardholder or to any other person, to retain, set-off, appropriate and apply in such manner and order and in respect of such of the Cardholder's obligations and liabilities to the Bank as the Bank at its absolute discretion decides:

- i) any credit balance on any account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Cardholder or of any other person with the Bank or any other company related to or associated with the Bank to which the Cardholder may be beneficially entitled, and
- ii) any other sum due or owing by the Bank to the Cardholder in whatever currency(ies), and
- iii) any credit balance on any account opened by the Bank in its name on the Cardholder's behalf with any other financial institutions in Hong Kong Special Administrative Region or elsewhere,

against or on account of the Cardholder's obligations and liabilities to the Bank whether actual, future or contingent. For the purposes of this Clause 7, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, in so far as any of the Cardholder's liabilities are contingent or future, the Bank's liability to make payment of any sum or sums standing to the credit of any of the Cardholder's accounts to the Cardholder shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

b) In case of a joint account, the Bank may exercise the right in this Clause 7 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.

c) The Bank is authorized to carry out any currency conversion as the Bank may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by the Cardholder and shall form part of the Bank's right of set-off under this Clause 7.

d) The Bank shall also have the power to sell such property of the Cardholder coming into the possession or control of the Bank for custody or for any reason and whether or not in the ordinary course of banking business as security, constituting the lien of the Bank, to satisfy any obligation owed by the Cardholder to the Bank.

e) The Cardholder agrees and acknowledges that the Cardholder's obligations and liabilities to the Bank against which the Bank is entitled to retain, set-off, appropriate and apply pursuant to this Clause 7 shall include (i) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (ii) any other obligations and liabilities which for any reason(s) are unenforceable.

8. Exclusion of Liability

8.1 Except in respect of reasonably foreseeable and direct loss and damage caused directly and solely by the Bank's negligence or wilful default or that of the Bank's employees acting in the course of employment, the Bank shall not be liable in any circumstances whatsoever for any loss or damage howsoever caused, including without limitation, any loss or damage arising from:

- a) the refusal of any merchant to accept or honor the Card;
- b) the quality and condition of the goods or services supplied to the Cardholder by the use of the Card, or failure of any merchant to deliver any goods or services, or the winding up or bankruptcy or liquidation of any merchant;
- c) any disputes between the merchant and the Cardholder and any complaints or claims against the merchant by the Cardholder. The Cardholder shall resolve any such disputes with the merchant or shall complain or claim against the merchant without any involvement of the Bank and no disputes complaints or claims by the Cardholder against the merchant may render the Cardholder any rights to set off or counter-claim against the Bank or relieve his obligation to the Bank. The Cardholder shall not claim against the Bank for any compensation, loss or damages;
- d) the malfunction of any Terminal;
- e) access to the use of the Card and/or services of the Cardholder by any other Person whether or not authorized by the Cardholder;
- f) the exercise by the Bank and its right to demand and procure surrender of the Card (whether such demand or surrender is made by the Bank or by any other Person authorized by the Bank or by any Terminal);
- g) the exercise by the Bank of its right to reduce the credit limit, to terminate usage of any Card or Account;
- h) any misstatement, misrepresentation, error or omission in any detail disclosed by the Bank referred to in Clause 13 of the Agreement; inability to execute any of the Cardholder's instruction or information due to any mechanical failure, malfunction, breakdown, interruption, suspension or inadequacy of equipment or installation, howsoever arises, in connection with the performance of the Bank's functioning under this Agreement which is beyond the reasonable control of the Bank; and/or
- i) inability to execute any of the Cardholder's instruction or information due to the running of the day end cycle of the Bank's computer system.

9. Lost Card Liability

9.1 If a Card is lost or stolen, the Cardholder must upon discovery immediately report such loss or theft to the Bank and confirm the loss or theft in writing thereafter. The Cardholder undertakes to give the Bank and police all the information in the Cardholder's possession as to the circumstances of any loss or theft of the Card and to take all reasonable steps to assist the Bank to recover the lost or stolen Card.

9.2 Unless the Cardholder has acted honestly, in good faith, with due care and notification to the Bank, and has followed any measures to safeguard the Card or PIN as recommended by the Bank in its communication to the Cardholder from time to time, the Cardholder shall be fully liable for all amounts, without limit, debited to the Account until the loss or theft or disclosure of Card or PIN has been reported to the Bank.

9.3 The Bank may at its sole and absolute discretion act on any oral notice or report of loss or theft of a Card purportedly given by or on behalf of the Cardholder. Any such action so taken by the Bank shall not render the Bank liable to the Cardholder, or otherwise discharge the liabilities of the Cardholder stated under this Agreement.

- 9.4 Notwithstanding anything contained in this Agreement, the Bank will not be obliged to issue a lost replacement Card to the Cardholder if the Card is lost or stolen. However, if the Bank agrees to issue a lost replacement Card, a handling fee as specified in the Schedule will be charged.

10. Termination and Breach

- 10.1 The Cardholder may at any time cancel the Account or request the Bank to terminate the use of the Card under the Account by notice in writing accompanied by the return to the Bank the relevant Card cut in halves. The Principal Cardholder shall remain responsible for any payments arising from the Supplementary Card until it shall have been returned to the Bank as aforesaid.
- 10.2 Notwithstanding anything contained in this Agreement, the Bank may at any time at its absolute discretion cancel, suspend, reduce, revise, terminate any or all credit facilities extended to the Cardholder under the Account, terminate this Agreement or cancel, suspend, freeze the Account, and/or suspend or terminate the use of the Card without giving any reason nor prior notice to the Cardholder.
- 10.3 If the Cardholder shall be in breach of any terms and conditions hereof, if he fails to pay any debt when due, or has a petition for bankruptcy filed against him or upon the death of the Cardholder, or when the whereabouts of the Cardholder becomes unknown to the Bank due to any cause attributed to the Cardholder, then the Bank may at any time and without giving any reason nor prior notice to the Cardholder, suspend or reduce any or all credit facilities extended to the Cardholder under the Account and/or terminate this Agreement, cancel, suspend, freeze the Account, cancel, suspend or terminate the use of the Card.
- 10.4 In the event of any breach of any terms and conditions of this Agreement by the Cardholder or upon the cancellation or termination of the Card by the Cardholder or the Bank or on the Cardholder's bankruptcy or death:
- notwithstanding any other provision of this Agreement, the Cardholder will remain liable for any loss directly or indirectly resulting from or connected with such breach or cancellation or termination or bankruptcy or death, and
 - all sums found to be owing by the Cardholder to the Bank under this Agreement (whether debited to the Account or not and whether incurred or discovered before or subsequent to such cancellation or termination) shall become immediately due and payable. The Cardholder or the Cardholder's estate (if applicable) will be liable for such sums. The Bank is entitled to charge interest at the rate(s) as the Bank may specify from time to time at its discretion on any unpaid sums on a daily basis from the date of cancellation or termination of the Card or (where applicable) from the date of incurrence or discovery of the relevant indebtedness until the Bank shall have actually received payment (whether before or after judgment).

11. Amendment and Assignment

- 11.1 The Bank reserves the right to amend, alter, add and/or delete any of the terms and conditions of this Agreement at any time and from time to time. The Bank is entitled to prescribe and/or revise from time to time, interest, fees and charges payable in respect of the use of the Card and/or the related services and may notify the Cardholder prior to any variation of terms and conditions affecting interest, fees and charges under the control of the Bank and affecting the liabilities or obligations of the Cardholder, which notice may be given by display, advertisement or other means as the Bank thinks fit. All such changes shall be binding on the Cardholder if the Cardholder continues to maintain the Account with the Bank, or to retain or use the Card, after the effective date. The Bank shall be entitled to debit

such interest, fees and charges to the Account when due. If the Cardholder does not accept any proposed change, the Cardholder must terminate the use of the Card by written notice and return to the Bank the Card(s) cut into halves prior to the effective date, and repay immediately all amounts outstanding on the Account.

- 11.2 The Cardholder may not assign or transfer the whole or any part of his rights or obligations under this Agreement. The Bank may assign, sub-participate or transfer any or all of its rights and obligations under this Agreement.

12. Debt Collection

The Bank shall be entitled to employ outside debt collection agency and/or institution to collect any or all unpaid sums due but unpaid by the Cardholder. The Cardholder consents to the Bank's disclosure of all such information and personal data relating to the Cardholder as necessary for the said purpose. The Cardholder shall be liable to pay the Bank and shall indemnify the Bank on demand for all reasonable amount of costs and expenses reasonably incurred by the Bank in employing such debt collection agency and/or institution and all legal costs and expenses reasonably incurred by the Bank in recovery thereof, if any.

13. Privacy Ordinance Notice and Consent

- 13.1 The Cardholder acknowledges and agrees that all personal data relating to him (the "Data") may be used by the Bank, the Company and any Bank Group Company for such purposes and disclosed to such persons in accordance with (i) "OCBC Wing Hang Bank Limited - Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance"; or (ii) the prescribed consent given by the Cardholder from time to time. The Cardholder also agrees that the Bank, the Company and any Bank Group Company may transfer the Data outside the Hong Kong Special Administrative Region, use the Data and such other personal data and information relating to the Cardholder to conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) and for internal credit risk management and better group-wide account serving, and any purposes relating thereto and to provide banker's or credit references in respect of the Cardholder (if any). The Cardholder agrees that the Bank, the Company and any Bank Group Company may from time to time obtain the Cardholder's information from any third party(ies), including but not limited to credit review report(s) from credit reference agency(ies) (if any). The Cardholder understands the contents of "OCBC Wing Hang Bank Limited - Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" obtained or received from the staff of the Bank and/or the Company or from the website of the Bank and/or the Company.
- 13.2 The Cardholder understands that the Bank and/or the Company may not be able to provide service to him if he fails to provide any information requested by it and/or the Company.

14. Communication

- 14.1 All notices, Statements or correspondence produced by the Bank will be sent by ordinary post to the usual or last known address of the Cardholder and shall be deemed to have been received two (2) days after posting. Notice or correspondence including but not limited to notices of payment to Card Accounts may be transmitted to the Cardholder's mobile phone number or e-mail address last notified in writing to the Bank and if the same was not returned undelivered shall be deemed to have been received by the Cardholder. Items sent to the Cardholder are sent at the Cardholder's risk. The Cardholder shall pay a handling charge for each registered mail specially requested by the Cardholder. All notices or correspondence sent by the Cardholder to the Bank shall be deemed to have been delivered to the Bank on the day of actual receipt.

- 14.2 a) Notwithstanding anything contained in this Agreement, the Bank is requested and authorized to act in accordance with and rely on any instruction or other notice or correspondence which may be or purported to be given by telephone or by fax.
- b) The Bank may (but not obliged to) act as aforesaid on any notice which the Bank in good faith believes to be genuine and to have emanated from any Cardholder or his representative without inquiring by the Bank as to the identity or authority of the person giving or purporting to give the notice or as to the authenticity of any notice given by telephone or fax without requiring further confirmation in any form.
- c) The Cardholder undertakes to keep the Bank indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses brought against or incurred by the Bank and arising out of anything done or omitted pursuant to any telephone or fax notice received by the Bank as aforesaid.
- d) The Bank may at its discretion (but shall not be obliged to) record notices given by telephone, in writing and/or by tape recording and/or any other means as determined by the Bank. The Bank's record of any such notice shall be conclusive and binding on the Cardholder in whose name the notice was given.

15. Miscellaneous

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the Cardholder submits to the non-exclusive jurisdiction of the Courts of Hong Kong Special Administrative Region.
- 15.2 No failure or delays by the Bank in exercising any right or remedy shall operate as a waiver. Any single or partial exercise or waiver of any right or remedy shall not preclude its further exercise or the exercise of any other right or remedy.
- 15.3 If any provision in this Agreement shall be held to be illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions shall remain unaffected or unimpaired.
- 15.4 Unless the context of this Agreement requires otherwise, words in one gender shall include any other and words in singular shall include plural number and vice versa. All headings are for convenient only and shall not affect the interpretation of this Agreement.
- 15.5 All the terms and conditions contained in the Revolving Credit Application Form shall also form part of this Agreement and be binding on the Cardholder. In case of any inconsistency or conflict between those terms and conditions in the Revolving Credit Application Form and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- 15.6 In the event of any conflict or discrepancy between the English and Chinese versions, the English version of this Agreement shall prevail over the Chinese version.
- 15.7 Nothing herein is intended to grant to any third party any right to enforce any term hereof or to confer on any third party any benefits hereunder for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded.
- 15.8 In relation to the use of online loan application service through website or mobile application, customer shall be liable for any claim, loss, damage or unauthorized transaction in relation to customer's failure to carry out those responsibilities and obligations set out in Security Tips and Disclaimer posted on the website and mobile application of the Company.
- 15.9 For reporting security incidents or complaints, please email to enquiry@ocbcwhcr.com.

1. INTERPRETATION

1.1 Definitions in this Agreement

Unless otherwise defined, (a) terms defined in Clause 1 of this Agreement have the same meaning under this Appendix, (b) references in this Appendix to an “account” shall include without limitation an Account, (c) references in this Appendix to a “transaction” shall include without limitation a Card Transaction, and (d) references in this Appendix to an “instruction” shall include without limitation a Transaction Instruction.

1.2 Definitions

In this Appendix :

• “**FATCA**” means:

- i) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
- ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (i) including as entered into by the government of Hong Kong;
- iii) agreements between the Bank and the IRS or other regulator or government agency pursuant to or in connection with (i); and
- iv) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.

• “**Foreign Law Requirement**” means any obligation imposed on the Bank and/or any Bank Group Company pursuant to any future or present:

- i) foreign laws (including foreign laws in respect of which the Bank and/or the Bank Group Company in its/their sole and absolute discretion considers itself/themselves bound and including laws and regulations of the PRC);
- ii) Hong Kong laws that implement Hong Kong’s obligations under an agreement with a foreign government (including the government of the PRC) or regulator;
- iii) under agreements entered into between the Bank and/or the relevant Bank Group Company and a foreign government (including the government of the PRC) or regulator; or
- iv) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i) to (iii).

For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank and/or any Bank Group Company pursuant to FATCA and as amended or introduced from time to time.

• “**Government Authority**” means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and the IRS.

• “**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC.

• “**IRS**” means the U.S. Internal Revenue Services.

• “**PRC**” means the People’s Republic of China (excluding Hong Kong, Macau and Taiwan).

• “**U.S.**” means the United States of America.

2. UNDERTAKING TO PROVIDE INFORMATION

2.1 The Cardholder undertakes and agrees to:

- a) provide the Bank with all information, documents and supporting materials that the Bank in its sole and absolute discretion requires in order to fulfil its, or a Bank Group Company’s, obligations required under any Foreign Law Requirement including information, documents and supporting materials in respect of the Cardholder and any person referred to in Clause 5.1 of this Appendix;
- b) notify the Bank in writing promptly of any change of the information, documents and supporting materials provided to the Bank pursuant to (a); and
- c) provide updated or additional information of the type described in (a) as required by the Bank in its sole and absolute discretion from time to time to the satisfaction of the Bank.

2.2 The Cardholder agrees that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information that the Bank obtains from the Cardholder for the purpose of the Bank’s, or a Bank Group Company’s, compliance with any Foreign Law Requirement.

3. DISCLOSURE OF INFORMATION

3.1 Disclosure for the purpose of any Foreign Law Requirement

The Cardholder agrees that the Bank and any recipient of any personal and account information or records from the Bank in relation to the Cardholder and/or any person referred to in Clause 5.1 of this Appendix may disclose such information or records to any person, entity, government body, agency or regulator, whether or not established under Hong Kong law, considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement. Any such person or entity may utilize such information in the course of any business or regulatory functions carried on by him or it.

3.2 Acknowledgment of extent of disclosure

The Cardholder understands, acknowledges and agrees that where the Bank is required to disclose information about the Cardholder and/or the Cardholder’s relationship with the Bank in accordance with any Foreign Law Requirement, this information may include (but is not limited to) the account number of the Cardholder’s account(s), the amount of interest or dividends paid or credited to the Cardholder’s account(s), the amount of proceeds from the sale or redemption of property paid or credited to the Cardholder’s account(s), the account balance or value, the name, address, country of residence and social security number or employer identification number or taxpayer identification number of the Cardholder and/or any person referred to in Clause 5.1 of this Appendix, and such other information as may be required by the relevant Government Authority or considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement.

3.3 Offshore disclosure

The Cardholder acknowledges and agrees that information and documents may be disclosed to third parties located inside or outside Hong Kong.

4. CONSENT TO DEDUCT, WITHHOLD AND BLOCK

4.1 The Cardholder acknowledges and agrees that notwithstanding any other provision of this Agreement:

- i) any payments by the Bank under this Agreement, will be subject to withholding and deduction considered by the Bank in its sole and absolute discretion as required under Foreign Law Requirements;
- ii) any amount withheld under (i) may be held in whatever account or in whatever manner determined by the Bank in its sole and absolute discretion; and
- iii) neither the Bank nor any of its affiliates shall be liable for any gross up, loss or damage suffered as a result of the Bank’s exercising of its rights under this Clause 4.

4.2 The Cardholder acknowledges and agrees that any transaction, payment, instruction or service under this Agreement may be delayed, blocked, transferred or terminated where considered by the Bank in its sole and absolute discretion as required for the Bank to meet its obligations including those under any Foreign Law Requirement.

4.3 The Cardholder further agrees that the Bank shall have full authority to (i) sell, liquidate and/or otherwise dispose of in any manner and at such prices and on such terms and conditions as the Bank deems fit all or part of any of the assets in the Cardholder’s account(s) that may produce funds to enable the Bank to comply with its obligations considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement; (ii) prohibit the Cardholder from effecting any transactions through or under any of the Cardholder’s account(s) for such period as the Bank deems necessary or appropriate; (iii) suspend or close the Cardholder’s account(s); (iv) transfer the Cardholder’s account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC; and/or (v) suspend or terminate the Cardholder’s use of all or any of the Card(s) and/or related services.

5. THIRD PARTIES

5.1 Documents and information

The Cardholder undertakes to provide the Bank with all documents and information pertaining to:

- a) the ultimate beneficial owner of any account;
- b) the person ultimately responsible for giving any instruction or for entering into any transaction;
- c) any person on whose behalf the Cardholder acts in receiving payment; and/or
- d) any other person identified by the Bank in its sole and absolute discretion as being connected with the Cardholder,

as requested by the Bank in its sole and absolute discretion in order for it to comply with its obligations under any Foreign Law Requirement.

5.2 Change of details

The Cardholder undertakes to notify the Bank in writing promptly of any change of address or contact telephone number or other personal particulars recorded with the Bank in respect of any person referred to in Clause 5.1 of this Appendix.

6. REPRESENTATION AND WARRANTY

The Cardholder represents, warrants and confirms that any information, documents and supporting materials provided by the Cardholder to the Bank for the purpose of the Bank’s, or a Bank Group Company’s, compliance with any Foreign Law Requirement are and shall remain true, complete and accurate throughout the period when the Cardholder maintains a banking relationship with the Bank.

7. INDEMNITY

7.1 FATCA indemnity

Without limitation to any other indemnity provided by the Cardholder to the Bank under any other provisions of this Agreement or any other arrangement or agreement, the Cardholder agrees to indemnify the Bank, its agents, officers and employees against all liabilities, claims, demands, losses, taxes, costs, charges and expenses of any kind which any of the Bank, its agents, officers and employees may suffer or incur, including taxes, interest or penalties, as a result of that party providing misleading or false information or otherwise failing to comply with any requirement under this Appendix or the Bank's use of or reliance on any information, documents and supporting materials provided by the Cardholder to the Bank for the purpose of the Bank's compliance with any Foreign Law Requirement. The Cardholder further agrees that the Bank is entitled to withhold, retain, or deduct such portion from the Cardholder's assets in the possession or control of the Bank or such amount(s) from any of the Cardholder's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Cardholder under this Clause 7.1. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Cardholder.

8. RIGHTS OF BANK CUMULATIVE

8.1 No limitation on existing rights

Nothing in this Appendix limits the effect of any term or requirement of this Agreement or any other arrangement or agreement of the Cardholder with the Bank (including without limitation, "OCBC Wing Hang Bank Terms & Conditions for all Accounts and Related Services" together with the amendments and supplements applicable from time to time), and the rights of the Bank under this Appendix are in addition and without prejudice to any of its rights under this Agreement or any other arrangement or agreement of the Cardholder with the Bank (including without limitation, "OCBC Wing Hang Bank Terms & Conditions for all Accounts and Related Services" together with the amendments and supplements applicable from time to time).

8.2 Failure to comply

Without limiting the generality of Clauses 4.2 and 4.3 of this Appendix, the Cardholder acknowledges and agrees that if the Cardholder fails to comply with any requirement of this Appendix, including failing to provide information, documents and supporting materials as required by the Bank, the Bank may suspend or terminate the Cardholder's use of all or any of the Card(s) and/or related services, terminate or close the Cardholder's account(s), and/or transfer the Cardholder's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

9. CONFLICT BETWEEN TERMS

In case of any conflict or inconsistency between the English and the Chinese versions of this Appendix, the English version shall prevail.